OC 14

(10/20 REV 0)

Ref : SB/SMV/22/00055

File No: E20391

Date : 21/03/2022 Place: KOCHI

## CONTRACT OF EMPLOYMENT

between

EXECUTIVE SHIP MANAGEMENT PTE. LTD. 78 SHENTON WAY, #21-00/22-00, SINGAPORE 079120 ( As agent of the owner of the Ship identified below )

MR JOE KUZHIVELY (sumame)

TOM (first name)

(middle name)

Date of birth 19/10/1997

Place of birth THELLAKOM, KERALA

Seaman Book No. MUM261313

Address: KUZHIVELY HOUSE, PAZHUTHURUTHU THIRUVAMPADY, ,KOTTAYAM,KERALA, INDIA, POSTAL CODE - 686612

Rank / Nationality : 3RD OFFICER / INDIAN

For Vessel . PALANCA MIAMI

Port of Engagement/Repatriation : KOCHI

Owner as per

Minsheng Yang Zhou(Tianjin)Shpping Leasing Company

Registry Contract Period: 7 Months + / - 1 MONTH(S)

Room 202, Office Area of Inspection, Warehouse No. 6262, Aozhou Road, Tlanjin Pilot Free Trade Zone (Dongjiang Free Trade Port Zone), Tlanjin, China.

Contract Expiry date: 20/11/2022 Applicable CBA / Agreement : MUI - IBF MUI CBA

Pay commences on: 21/03/2022 D OT Hrs / OT rate: **N/A / N/A** 

o	ı	υ	U	ı	HIS	<i>,</i> O	rate	e: nu

Remuneration

Wages	of USD 2900.00 per month comprising :-		Wages	Payment frequency
1	BASIC	บรอ	1,041.00 / Month	Monthly
5	FIXEO OVERTIME	USD	913.00 / Month	Monthly
3	LW@8 DAYS	USD	278.00 / Month	End of Contract
4	SUBS. ALLOWANCE	บรอ	72.00 / Month	Monthly .
5	PENSION FUND	USD	52.00 / Month	Monthly
6	UNIFORM ALLOWANCE	USD	20.00 / Month	Monthly
7	OTHER ONBOARD MONTHLY WAGES	USD	424.00 / Month	Monthly
8	ONE TIME SIMS LOYALTY BONUS	USD	200.00	Successful Completion of Contract
9	PERFORMANCE BONUS	USD	100.00 / Month	Successful Completion of Contract
Reimbu	rsements			
1	JOINING ALLOWANCE	USD	10.00	Beginning Of Contract
	TOTAL	USD	10.00	

### Deductions

By signing this contract the seafarer has read, understood and agreed that:

- He/She is being employed on the terms mentioned above and the Standard Terms and Conditions of Employment for ships managed by Executive Ship Management (MLC Ship Owner) on his own free will.

- 2. Health and social security benefits shall be as per these terms/ Collective Bargaining Agreement.

  3. The applicable Collective Bargaining Agreement, if any, shall be part of the contract and shall take precedence over all other terms.

  4. He/She holds the qualifications and licences for the rank and vessel type he/she is joining and will carry original documents on-board the vessel.
- 5. He/She is medically and emotionally fit for the position that has been assigned to him/her.
- 6. He/She will sign the appropriate articles of agreement of the vessel to which he/she is assigned from time to time during this employment.
- 7. This contract incorporates and replaces all prior contracts and/or amendments thereto.
- 8. I hereby agree and give my consent to Executive Ship Management to collect personal information required and relevant to my application and employment, in accordance with the Personal Data Protection Act 2012 and subsidiary (egislation related there to. In respect of disclosure, Viuly understand that upon my employment, the company may disclose my personal information to government, judicial bodies and third parties service providers that process data on its behalf, where necessary

9. Any deviation from the above terms or changes in standard terms and conditions agreed upon must be in writing.

JOE KUZHIVELY TOM

The Seafarei

Place: KOCHI

EXECUTIVE SHIP MANAGEMENT PVT LTD

As Agent Only For and on Behalf of Principals

Executive ship Management Pte Ltd, Singapore

(10/20 REV 0)

Ref : SB/SMV/22/00055

File No: E20391

Date: 21/03/2022 Place: KOCHI

## CONTRACT OF EMPLOYMENT

## between

EXECUTIVE SHIP MANAGEMENT PTE. LTD. 78 SHENTON WAY, #21-00/22-00, SINGAPORE 079120 (As agent of the owner of the Ship identified below)

MR JOE KUZHIVELY (sumame)

TOM (first name)

(middle name)

Date of birth 19/10/1997

Place of birth THELLAKOM, KERALA

Seaman Book No MUM261313

Address: KUZHIVELY HOUSE, PAZHUTHURUTHU THIRUVAMPADY, ,KOTTAYAM,KERALA ,INDIA, POSTAL CODE - 686612

Rank / Nationality : 3RD OFFICER / INDIAN

For Vessel: PALANCA MIAMI

Port of Engagement/Repatriation: KOCHI Contract Period: 7 Months + / - 1 MONTH(S)

Minsheng Yang Zhou(Tianjin)Shpping Leasing Company

Registry

Room 202, Office Area of Inspection, Warehouse No. 6262, Aozhou Road, Tianjin Pllot Free Trade Zone

(Dongjiang Free Trade Port Zone), Tianjin, China.

Contract Expiry date: 20/11/2022

Applicable CBA / Agreement : MUI - IBF MUI CBA Pay commences on: 21/03/2022

GTD OT Hrs / OT rate: N/A / N/A

Deductions

LTB- RETAIN USD 200.00 / Month Monthly TOTAL USD 200.00

By signing this contract the seafarer has read, understood and agreed that:

- He/She is being employed on the terms mentioned above and the Standard Terms and Conditions of Employment for ships managed by Executive Ship Management (MLC Ship Owner) on his own free will.
- 2. Health and social security benefits shall be as per these terms/ Collective Bargaining Agreement.
- 3. The applicable Collective Bargaining Agreement, if any, shall be part of the contract and shall take precedence over all other terms.
- 4. He/She holds the qualifications and licences for the rank and vessel type he/she is joining and will carry original documents on-board the vessel.
- 5. He/She is medically and emotionally fit for the position that has been assigned to him/her.
- 6. He/She will sign the appropriate articles of agreement of the vessel to which he/she is assigned from time to time during this employment.
- 7. This contract incorporates and replaces all prior contracts and/or amendments thereto.
- 8. I hereby agree and give my consent to Executive Ship Management to collect personal information required and relevant to my application and employment, in accordance with the Personal Data Protection Act 2012 and subsidiary legislation related there to. In respect of disclosure, I fully understand that upon my employment, the company may disclose my personal information to government, judicial bodies and third parties service providers that process data on its behalf, where necessary
- 9. Any deviation from the above terms or changes in standard terms and conditions agreed upon must be in writing

JOE KUZHIVELY TOM

The Sealarei

Place: KOCHI

**EXECUTIVE SHIP MANAGEMENT PVT LTD** 

RPSL-MUM-228

As Agent Only For and on Behalf of Principals

Executive ship Management Pte Ltd, Singapore

OC 1A (10/20 REV 0)

: SB/SMV/22/00055

File No: E20391

Date: 21/03/2022 Place: KOCHI

## ADDENDUM TO CONTRACT OF EMPLOYMENT

between EXECUTIVE SHIP MANAGEMENT PTE. LTD. 78 SHENTON WAY, #21-00/22-00, SINGAPORE 079120 (As agent of the owner of the Ship identified below)

MR JOE KUZHIVELY (sumame)

TOM (first name)

(middle name)

Date of birth 19/10/1997

Place of birth THELLAKOM , KERALA

Seaman Book No MUM261313

Address: KUZHIVELY HOUSE, PAZHUTHURUTHU THIRUVAMPADY, ,KOTTAYAM,KERALA ,(NDIA, POSTAL CODE - 685612

Rank / Nationality: 3RD OFFICER / INDIAN

For Vessel: PALANCA MIAMI

Port of Engagement/Repatriation: KOCHI

Owner as per Registry

Minsheng Yang Zhou(Tlanjin)Shpping Leasing Company

WANAG

Limited

Room 202, Office Area of Inspection, Warehouse No. 6262, Aozhou Road, Tianjin Pilot Free Trade Zone (Dongilang Free Trade Port Zone), Tianjin, China.

By signing this addendum to contract, the seafarer has read, understood and agreed that:

The Company views safety as paramount.

Please note that the Company has zero tolerance for conduct or orders constituting or causing unsafe navigation or unnecessarily endangering the Vessel, persons or cargo on board or other ships and their crew and cargo.

Breach of the Company's navigation procedure and/ or international regulations resulting in endangerment of the vessel or any person or cargo onboard may, depending on all relevant facts, the nature and seriousness of the breach and the consequences, be viewed as gross misconduct and may lead to dismissal.

JOE KUZHIVELY TOM

Place: KOCHI

EXECUTIVE SHIP MANAGEMENT PVT LTD

As Agent Only
For and on Behalf of Principals
Executive ship Management Pte Ltd, Singapore

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## PRE-JOINING SHORE BASED BRIEFING / FAMILIARISATION FOR OFFICERS AND CREW

[If the candidate has done the relevant courses within the last six months, then the Superintendent shall provide an **overview** of the current issues, otherwise **detailed briefing** on the listed topics shall be done]

Name:	Tom Joe Kuzhively	Briefed By:	Copt. Wandhishor Panda
Rank:	30	Vessel Name:	Palanca Miami
Date:	12/3/22		

Sr. No.	TOPIC	Relevant Course	Course Done Date	Overview or detailed briefing	Signature
1.	INTRODUCTION TO COMPANY ORGANISATION The officers and crew were briefed on the Company Organization chart in Singapore, Houston, Mumbai, New Delhi, Chandigarh, Cochin, Kolkata, Patna, Chennai & Rotterdam offices.	eDMS	23 11 20	Owniew	N lande.
2.	JOB RESPONSIBILITIES Every member of the joining staff was explained his responsibility on board the vessel as laid out in the vessel operation manual.	eDMS	23/11/20	Overview	N. Pande.
3.	INTRODUCTION TO COMPANY SMS  The officers were explained in detail the company's structured Safety Management System.  The importance of the role of Senior Officers in implementing the SMS on board was stressed.  The crews were also explained the importance of the SMS on board and how it should be used as a tool to improve the safety and working conditions on board the vessel.  Company's forms & checklists discussed as required.  Filing system explained as required.	eDMS	23/11/20	Ouerliew	Nlande.
4.	FAMILIARISATION WITH MANUALS All officers were explained about the various company manuals in Phoenix to make them familiar with its contents. All officers have familiarized themselves with the manuals prior joining. Company policies explained.	eDMS	23/11/20	Ouenciew	N. Pande.
5.	BULK CARRIER / TANKER PRACTICES Modern day bulk carrier/ Tanker practices were discussed. Ship specific briefing as to ship type, structure, layout, size & trade, inclusive of cargoes carried, given to all Officers and crew. Certain aspects with regards to Owner's/ Charterer's special requirements touched upon as separate part of the briefing. Ship particulars discussed.	NA			
	Chemical tanker issues with loading, carriage & discharge of cargoes, especially critical cargoes like Phenol, Acrylonitrile, TDI, MDI, etc.	ASCT			

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Sr. No	ТОРІС	Relevant Course	Course Done Date	Overview or detailed briefing	Signature
	SAFE WORKING PRACTICES AND PERMIT TO WORK SYSTEM Work Permits in use in the Company were explained to	eDMS	23/11/20	Ouerwiew	N. Pande.
6	all, with special attention being paid to enclosed space entry, working aloft and hot work permits.  PPE levels, PPE guidance & posters (GP62 & GP68) and their use during various activities, specifically for	ESE			
6.	handling Chemical cargoes.  Importance of wearing life jackets for personal safety whilst transporting on boats/ferries/tugs etc. for the purpose of embarkation/disembarkation onboard the ship or at passenger terminals / jetties etc. or for any other operational reason	ССОВ			
7.	NEW TAKE OVER Special measures/ jobs that would be required to be undertaken for a new take over were discussed with all the Officers and crew. Some of these measures/ jobs would be taking of initial stores, bunkers, spares and familiarization with the vessel.	N.A			
	carriage of illicit / illegal material (pornography, drugs etc.), Infectious diseases, Flag certification, Training,	Phoenix Training			
8.		eDMS			
	Appraisals. ITF Crew Bonus (HRA, War Zone areas, etc.) and other bonus.	ISTR			
9.	If any crew member is found to have stolen and / or defaced / destroyed ship's or crews' documents, or knowingly damaged ships equipment, his Services will be terminated from the company and will be reported to the Flag and National authorities for further legal action.	NA			
10.	DRESS CODE / UNIFORM Wearing uniform is compulsory during tenure on board. For new take over the Blues to be worn. Dress code is explained while visiting the ESM offices and Owner's offices.	NA			
	HSE POLICIES	STFS			
	General HSE Awareness Empowerment/ Stop work authority (Poster GP 69) / Daily Work Planning, Toolbox meeting Take 5, Risk	ISTR			
11.	Assessment, Job Hazard Analysis Use of safety moment on board, Effective behavior management / Behaviour Based Safety	BBS			
	Monthly HSE meeting, Drills, Training Near Miss reporting/ Unsafe Act/ Unsafe condition	ССОВ			
	reports, Incident investigation, Root cause analysis Security Issues.	RCA			

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	Maritime Partners in Safety - Shell's Initiatives and Company's implementation	eDMS			
Sr. No	TOPIC	Relevant Course	Course Done Date	Overview or detailed briefing	Signature
12.	CARGO OPERATIONS & MAINTENANCE PROGRAM Various aspect of cargo operation discussed in detail as required for specific ship type. Familiarisation with cargo operation plan. Maintenance system and work arrangement discussed. Requisition system explained.	CCOB			
	VOLUNTARY ENVIRONMENTAL COMPLIANCE	eDMS	23/11/20	Oughuleus	N. Pander
13.	PROGRAM (VECP) Company's initiative for improving environmental performance. Third party audits, engineering	MARPOL course	30/11/20	Ouenwew	N. landa
	requirements, Environmental Tagging system (ETS).	ISTR			
14.	PROVISIONS & VICTUALLING BRIEFING FOR CH. COOK Inventory Management to be accurate as far as possible, Special brands to be specified, First in First Out method to be followed, Opinion about Arc Marine provision/ service quality. In finalizing the order list if his intervention was involved.	NA	NA		
15.	MEDIA HANDLING & SOCIAL MEDIA  Media Handling  Use of Social Media  Means of communicating Grievances  Disciplinary action in case of misuse	NA	NA		
16.	PSC – Goal Zero PPT on this subject to be shown to all seafarers and briefing carried out.	NA	NA		
17.	RANDOM D&A TESTING Company follows two methods and both are unannounced random tests  1) Analysis through Urine Sample 2) Analysis through Hair sample Company views D&A violations very seriously and it will be immediate dismissal and reporting to relevant authorities for further action.	NA	NA		
18.	SAFETY CIRCULAR S-26 DATED 05/05/2020 – COVID-19 OUTBREAK MANAGEMENT PLAN  Preventive Measures to be adopted to mitigate the risks of COVID – 19 – Measures for On-signers as per Paras No. 3(a) – 'Prior Joining Vessel' and 3(b) 'After Embarking the Vessel' (Pages 5 and 6 of the above circular)	NA	NA		

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## For Senior Officers not being routed through Singapore Office:

Sr. No.	TOPIC	Applicable for	Date	To be done by	Signature
1.	HSEQA System, Company policies — Mandatory & Industry adopted Zero Tolerance policy.  Navigation and cargo — Planning and safe execution.  Avoiding PSC detentions. Role of Senior Offices in effectively implementing SMS on-board. Crew motivation.  On board Training — CBT/ EPSS, Ship Security, Navigational issues (Singapore/ Malacca Strait transit, Navigation in Hazardous Areas etc.)	Master & C/E		SIMS Mumbai	
2.	Master's authority and responsibility, Briefing on crewing administration matters; Crew Certification & Documentation, STCW convention requirements, Flag certification, MARPOL, D&A violation and action to be taken; cost discipline when doing crew change, medical emergencies and actions required, Cadets training, Appraisals of Officers and ratings, MLC Issues (Health, Hygiene, Welfare, Prohibition on carriage of illicit / illegal material (pornography, drugs etc.) Recent issues. For all Provision and Bond requirements — ARC marine is preferred vendor. The total stock on board should not exceed 10,000\$. The fresh provision is allowed to be bought in smaller quantities - if there are no boat charges -during long port stay. Where known, master is encouraged to defer the purchases to next port if the costs would be less (or no boat is involved). Agency used are ESM agents - if tech or crewing services are being used. Otherwise in many ports, suppliers can manage on their own or we can use charterers' agents if needed. Wastage and high consumption alerts are given to Master. Briefing on accounting matters, (Portage Bill, Personal/ Victualling Disbursements, Bond, Month end message, Radio Accounts / cash procedures)	Master		ESM Mumbai / Field office (FPD)	
3.	Briefing on crewing administration matters; MARPOL, D&A violation and action to be taken; cost discipline when doing crew change; medical emergencies and actions required, Junior engineer's Training, Appraisals of engine department, Ship staff morale. Infectious diseases (Malaria, Dengue, SARS, Ebola, etc., MLC Issues (Health, Hygiene, Welfare, Prohibition on carriage of illicit / illegal material (pornography, drugs etc.), Recent issues.	C/E		ESM Mumbai / Field office (FPD)	

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Sr. No.	TOPIC	Applicable for	Date	To be done by	Signature
4.	In order to avoid any loss/ damage to the personal documents of seafarers, it is to be ensured that the documents' cabinet/ locker inside the Master's cabin is kept locked at all times when not in use. The Master's cabin should also be kept locked when not occupied by the master himself to prevent unauthorized access of his cabin by other personnel. The Master will be held responsible for any loss or tampering of seafarers documents.	Master		ESM Mumbai / Field office (FPD)	
5.	Briefing regarding the judicious use of CTM onboard and to comply / obtain necessary approvals in accordance with ESM Policy for the disbursement of CTM onboard the ship.	Master		ESM Mumbai / Field office (FPD)	

Briefing Received:

Briefed By:

Capt. Nanothishhor Panola Senior Supt Fleet Persoonel

Nandlisha Pande

EXECUTIVE	AM DILLO	NIA CERRENI	r

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# Safety Declaration - Phenol Cargo.

Of	fice/Vessel:	Date:
	is is to confirm the following: नेम्नतिखित की पुष्टि करता हूँ:	
	managed vessels.	mly committed to the Safety of Seafarer's on its प्रवंधित जहाजों पर नाविकों की सुरक्षा के लिए प्रतिबद्ध है.
2. 2.	extreme care on the ship. I am also mis-operation can cause serious inju मैं जानता हूँ कि Phenol एक, क्षयक	और वाला कार्गी है. इसके लिए जहाज पर चरम ता हूँ कि गलत तरह से काम करने (operation) के कारण Phenol
	explained about the precautions for Phenol.	int Presentation dealing with Phenol cargo and for safe conduct of cargo operations involving कोर में दिखाई गयी है और Phenol से संबंधित कार्यों के स्रक्षित
	संचातन के लिए सावधानियों के	J
4.		Requirements and the THREE levels of PPE the Critical Phases of cargo operations while to wear PPE Level, namely,
4.		द्वारा परिभाषित पीपीई के तीन स्तरों के बारे में पता है. मुझे कार्गो र Phenol से निपटने, उठाने व लादने के समय पीपीई स्तर,
5.	t	chemical antidote available for Phenol is that must be available at the during
_	well as how to decontaminate the PF	uantity of cotton wool. I am aware of its usage as PE in case of any accidental contacts with cargo.
5.	कि किसी भी कार्गो आपरेशन के दौरान	पर उपलब्ध होना चाहिए - स्ई की काफी मात्रा के साथ. nol से किसी भी आकस्मिक संपर्क के समय पीपीई विसंदूषित

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Page 2 of 2
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6.	I understand that I have the responsibility and authority to exercise AUTHORITY" to prevent unsafe acts onboard my vessel and the
6	company will fully support me in this.
Ģ.	मैं समझता हूँ कि मुझे जहाज पर असुरक्षित कृत्यों को रोकने के लिए " अधिकार" ( Authority)
	की जिम्मेदारी मिली है. मेरी कंपनी इस अधिकार को निभाने में पूरी तरह से समर्थन देगी.
	I am aware that if I observe any unsafe acts or work onboard this vessel, I must report this immediately to the Master and if necessary to the by phone to the
7.	मुझे पता है कि यदि मैं इस जहाज पर किसी असुरक्षित कृत्यों को देखूं तो मैं तुरंतको या जरुरत पड़ने
	पर तुरंत को फोन के माध्यम से रिपोर्ट करूं.
8.	I understand that the company may take disciplinary action against me up to and
	including dismissal if I am found to be in breach of the above.
8.	मैं जानता हूँ कि यदि मैं ऊपर लिखे नियमों का उल्लंघन करता पाया गया तब कंपनी मेरे खिलाफ अनुशासनात्मक
	कार्रवाई ने सकती है और बर्खास्तगी तक कर सकती है.
Sig	ned and Understood by: X
Na	me: Tom SOE KUZHIVELY Rank: 3 OFF
Wi (Ci	ompany Representative)  Nandhishor lands
Na	me: Capt. Nanokishortesignation: Senfor Supt Heet Peresonal

### AFFIDAVIT / UNDERTAKING FOR COMPLIANCE TO MARPOL

I, TOM JOE KUZHIVELY, of legal age, 24, and with address at KUZHIVELY HOUSE, PAZHUTHURUTHU THIRUVAMPADY. ,KOTTAYAM,KERALA INDIA, POSTAL CODE - 686612, after having been duly sworn in accordance with the law, hereby depose and state that:

- I have been hired as 3RD OFFICER for the vessel PALANCA MIAMI, by EXECUTIVE SHIP MANAGEMENT PTE, LTD, for 1. a contract period starting 18/03/2022
- I undertake to follow the company policy of compliance with MARPOL regulations. My responsibilities were clearly 2. explained to me during a briefing conducted on \_\_\_\_\_ on the salient points of the International Convention for the Protection of Pollution from Ships, 1973, as modified by the Protocol of 1978, known as the MARPOL Protocol, that regulates the discharge of oil from a vessel at sea, as well as the Act to Prevent Pollution from Ships ("APPS"), that adopts MARPOL into U.S. law. (put initials here \_\_\_\_\_).

  I was informed and clearly understand that it is a crime for any person to knowingly violate the MARPOL Protocol and/or to
- 3. make untrue entries into the Oil record Book. (put initials here \_\_\_\_\_\_).
- 4. I hereby swear that I shall not violate the MARPOL Protocol and/or to make untrue entries in the Oil Record Book (put initials
- here \_\_\_\_\_).
  The following matters embodied in the MARPOL Protocol and APPS have been duly explained to me during the briefing: 5.

(a) That the legal standard for the maximum amount of oil permitted to be discharged overboard by a ship is 15 parts per million (put initials here \_\_\_\_\_\_).
 (b) That the MARPOL Protocol and APPS require an oil sensing device on an Oily Water Separator that prevents

the discharge of a mixture containing more than the permitted parts per million of oil and redirects that mixture to a storage rank on board the ship (put initial here \_\_\_\_\_).
That oil, oily mixtures, engine room bilge water and other oily residues (sludge), which are not discharged

through a properly operating Oily Water separator or burned in an Incinerator, must be retained on board or disposed of on shore (put initials here \_\_\_\_\_\_); and

That each non-tanker vessel of more than 400 gross tons is required to maintain a document called the Oil record Book, in

which the engineers must accurately record all: (1) internal transfers of oil, oily mixtures, engine room bile water, and other mixtures engine room bilge water, and other oily residue (sludge); and (3) incineration of oily residues (sludge) (put initials here **(**(\_\_\_).

- The following acts are illegal and constitute a violation of the MARPOL Protocol and the APPS and may be considered a crime by nations which are signatories to the MARPOL Protocol:
  - (a) Using a bypass hose to connect tanks containing oil, oily mixtures, engine room bilge water, or other oily residues (sludge) to any valve or other vessel fitting which permits discharging oil, oily mixtures, engine room bilge water, and other oily residues (sludge) to the sea without passing through the Oil Water Separator (put initials here \_\_\_\_).

- (b) Making untrue entries in the vessel's Oil record Book (put initials here );
  (c) Untruly recording in the Oil record Book that the crew were properly processing oil, oily mixtures, engine room bilge water, and other oily residues (sludge) through the Oil Water Separator and Incinerator if in fact they were not (put initials here...);
- (d) Inappropriately using fresh water or any other method to distort the function of the Oil Content Meter or oil detection device (put initials here...).
- I acknowledge and understand that it is my duty to report and I promise to report immediately to the Master, Chief Engineer, appropriate authority and managers of the vessel I serve on a violation of the MARPOL Protocol as stated above and or any untrue entries in the Oil record Book. If for any reason, I do not wish to report to the Master or Chief Engineer, I will report directly to the Company through the appropriate hot line number. I have been informed that no sanctions shall be taken against me for complying with my duty to report any violation of the MARPOL (put initials here...).
- I know that it is a crime to present an Oil record Book containing any untrue entries to any agency of the including the U.S. Coast Guard (put initials here...). 8.
- I hereby undertake to abide by and comply with the rules and regulations of the MARPOL Protocol and the provisions of the 9. APPS, and will abide by all campany ISM procedures and undertaken not to commit any of the prohibited acts mentioned above (put initials here

I duly accept my dismissal if I fail to adhere to the above (put initials here // ). 10.

Affiant Date: 17-03-2022 State of MANERSHIPA , Country or locality \_\_\_\_\_ \_ day of \_\_1 😚 🗽 ho 52, (dd/mm/yyyy), affiant exhibiting his passport number Subscribed to and sworn to before me this \_\_\_\_ Name)

(Name)

Designation

1. Manol & bour Panel 9

Designation

1. Manol & bour Page 4 of 8 N1230204 issued on 17-07-2015. Date 17/03/2022 Company Stamp

## PRE-EMBARKATION HEALTH STATUS DECLARATION

Candidate to Tick in relevant boxes and Personnel Officer to review before seafarer travelling for the vessel.

1. Have you experienced one or more of the following since the date of your last medical examination conducted by approved doctor appointed by EXECUTIVE SHIP MANAGEMENT PVT LTD.?

Date of Last medical examination done: 11/04/2022

1. I hoveby doplace that		
Had suffered an injury or underwent a surgery.		
Mental Illness e.g. Stress/difficulty to sleep/ poor concentration/family or personal problem.		
Physical, e.g. Fever, Headache/Chest pain/Stomach Ache/Toothache, difficulty in breathing, bleeding, etc. which was not assessed and treated by Doctor.	Yes	No

## 2. I hereby declare that:

- a) I am HEALTHY to travel and work on-board.
- b) My family members and my next of kin are healthy and I don't have any serious domestic issues; or medical emergency; or pending court case; or property matter which would warrant me to request for early sign off from vessel before completion of my contract.

### 3. I fully understand that:

If I feel unhealthy to travel or work on the day of my travel/flight from my homeport, I MUST declare to company about the condition and seek medical advice immediately.

By not declaring my health status truthfully, I agree that I will not be eligible for the sick, injury and death pay/compensation as per the Company's Standard Terms and conditions and/or the respective Collective Bargaining Agreement of the vessel I will be performing my duties on.

Name of the Candidate : TOM

Rank : 3RD OFFICER

Signature
Date 17-03-2022

Note: If the seafarer ticks 'Yes' for any of the questions in Section 1, he must be asked to undergo a medical examination prior joining to confirm his "Fitness to Work".

Name of Personnel Officer

Date & Signature of Personnel

Officer

## Undertaking by Seafarers serving on board EXECUTIVE SHIP MANAGEMENT PVT LTD vessels

As a seafarer serving on board vessels of EXECUTIVE SHIP MANAGEMENT PVT LTD., I hereby undertake to strictly follow the company's HSSE (Health, Safety, Security and Environmental Protection) policies and affirm that I would follow all related instructions of the company to ensure the following during my tenure on board. I shall:

- Strictly abide by the core values of EXECUTIVE SHIP MANAGEMENT PVT LTD., by exercising honesty, truthfulness and transparency in all my work.
- Work to provide a secure working atmosphere with safeguards for protecting people, against risk of physical & mental harm/ injury or illness. Identify, assess, effectively minimize and control all risks pertaining to health and safety of my fellow seafarers, shore workers, officials, guests and contractors coming on board.
- Make all efforts to achieve company's Long-term goals and aspirations of "Zero spills or releases to the environment, Zero incidents 3 and Reduction in permitted emissions".
- Protect the environment by strictly complying with MARPOL 73/78, as amended, and with Company's procedures provided in the Safety Management System Manuals. Prevent any oil and/ or cargo spill by strictly complying with safe and standard operational practices, during all cargo and bunkering operations. (Also refer to form OC 1B).
- Conduct safe navigation by good bridge teamwork, strict compliance with company procedures and by having good situational awareness on bridge & avoiding distractions.
- Work to provide adequate safeguard to protect the environment, property and ship's operations against risk of loss or damage from criminal, hostile or terrorist acts. I shall make accident prevention, an individual as well as collective responsibility by encouraging my
- Familiarise myself with the emergency preparedness requirements by understanding the company procedures and taking active part in the drills and training on board and ashore, according to company's contingency plans
- Ensure that incidents (accidents, near miss or unsafe acts/ conditions) are reported immediately to my superiors and to the company
- Comply strictly with the Company's "Social Media" Policy 9
- 10. Comply strictly with company's "Zero Alcohol and Illicit drugs" policy on board, especially Alcohol supply, possession and consumption on board ships is strictly prohibited. Understand that company has Zero Tolerance for Drug and Alcohol violation
- 11. Not consume alcohol or carry alcoholic beverage container(s) either when travelling in a vehicle (like taxis, public transport, agent's car, etc.) or in public places
- 12. Abide by Company's business ethics, as per which I will never offer, pay, solicit or accept bribes or inducements in any form, either directly or indirectly
- 13. Ensure sale of old/ condemned/ used articles such as ropes, steel, etc., will be with explicit written permission from the Technical Superintendent and accounting of money accrued from such sale will be as per company's procedures. I clearly understand that unauthorized/ illegal disposal of any of the ship's property is prohibited
- 14. Ensure Fuel and/ or Cargo pillerage does not take place. That means no crew member shall aid, abet or participate in fuel/ cargo pilferage, which includes the sale of bunkers/ cargo for personal or monetary gain, illegitimate storing of bunkers/ cargo and/ or falsification of records concerning fuel oil consumption, machinery operations and/or cargo.
- 15. Co-operate fully and get maximum benefit from company's initiatives on my training ashore at SIMS as well as on board the ship
- 16. Ensure to behave in a humble, decent and polite manner. Understand company's commitment to prevent shipboard harassment & bullying and ensure strict compliance. (VOM. Section 6.24).

I also clearly understand that any non-compliance or violation by me of above requirements, company's safety management system procedures and international regulations shall be viewed seriously and with ZERO TOLERANCE by the company, which may result in my dismissal and/ or suitable legal action against me.

Name:

TOM JOE KUZHIVELY

3RD OFFICER Rank:

Dated:

Ship: PALANCA MIAMI

Signature

9A (

## TRAVEL DECLARATION

- I the undersigned Mr. <u>TOM\_JOE\_KUZHIVELY</u> rank <u>3RD\_OFFICER</u>, PPT No <u>N1230204</u> joining the vessel <u>PALANCA\_MIAMI</u> On <u>18/03/2022</u> at port <u>KOCHI</u>confirms that the company has informed me not to hand carry any of the following contraband items along with me during my travel till joining the vessel <u>PALANCA\_MIAMI</u> at port <u>KOCHI</u>
- 2. I hereby confirm by signing this document, I will not carry the following:-
  - 1) Personal Medicines without the prescription & authorization letter from the Doctor.
  - 2) No Tobacco/ Chuna etc. or any other substance packed in pouches or loose.
  - 3) No Knives/arms/ ammunition
  - 4) No Personal Movie, pirated VCD's, CD's
  - 5) No Drugs/ Narcotic's
  - 6) No Pornographic Magazines, VCD's, DVD's CD's Video Cassettes.
  - 7) Any other substance that are not allowed to hand carry in the aircraft or as mentioned on my ticket.
  - 8) Any substance which may not be allowed by the countries where I am transiting / joining the vessel.
  - No liquor to carry over the prescribed limits if your destination / transit points allows you to carry liquor or NO Liquor to any of the Muslim countries where it is totally prohibited.
- 3. In addition, I also confirm clear understanding on the following:-
  - 1) During my Hotel stay while joining or signing off (when and where required) I fully understand that company will provide boarding and lodging including meals.
    - 2) Any other extra services such as consumption of Alcohol & Beverages, personal ISD/STD calls,

Consumption of any items from the mini bar in the room, Movie Channels on demand, Paid Internet access in the room, Laundry service, and other room services will be settled directly by me before checking out from the Hotel.

- 3) All original documents such as certificate of competency, STCW certificates, travel documents, Seaman books, vaccination books, contract papers and Medical fitness + D&A certificates will be in my hand baggage and will not be in checked in baggage.
  - 4) Required Safety gear and Uniform for joining the vessel has been collected by me and I am carrying it with me to the

vessel.

I hereby declare and confirm that I have read all the above in this declaration. I will be totally responsible if I carry any of the above mentioned items and indemnify the company for any consequences for any failure on my part.

Name of the Candidate: YOM JOE KUZHIVELY

Rank: 3RD OFFICEF

Signature:

Date: 17-03-2022

File Ref -Personnel File

OC 25A Page 1 of 1 (12/15 Rev 0)

## **DETAILS OF FAMILY FOR MEDICLAIM COVER**

FIRST NAME: JOM	MIDDLE NAME					
SURNAME: SOE KUZHIVE	У					
	PHONE NO.: 491 9499014431					
NAME :	DOB:					
	ONE NO. :					
E-MAIL ID. :						
NAME :						
RELATION : SON / DAUGHTER PHO	ONE NO. :					
E-MAIL ID. :	34100					
NAME :	DOB:					
RELATION : SON / DAUGHTER PHO	ONE NO. :					
E-MAIL ID. :						
NAME :	DOB:					
RELATION : SON / DAUGHTER PHO	ONE NO. :					
E-MAJL ID. :						
NOTE: INSURANCE IS FOR WIFE AND TWO CHILDREN ONLY. IF YOU HAVE MORE CHILDREN, THEN PLEASE MARK TWO CHILDREN ONLY.						
I confirm that above details are true, correct and will be submitted to the family insurance cover by the company. It is my responsibility to inform and update the company in writing.						
SIGNATURE :	DATE: 17/03/2022					

## **NEXT OF KIN DECLARATION**

NAME:	TOM JOE KUZHIVE	LY			
RANK:	3RD OFFICER		ID.NO:	E20391	
companies, compensation	on payable, if any, should cts should be given to m	be paid to the follow	wing person(s) as pe		nd its associated ow. Balance of Percentage
1) GOE VARGI	HESE		9496114431	FATHER	100%
KUZHIVELY, PAS	LHUTHURUTHU,	Koripym,	KERIALIA	686612	
2)					
Information regarding Spouse and Children: Name			Re	elation	Date of Birth
	changes take place in to of compensation, it is r			ess or phone numbers or char the company in writing.	nging of Next o
SIGNATURE:	340			DATE: 1710 PLACE: NO	3 (2022 013141
Thumb Impression :	Left:	Right:		_	
Witness:		date :	Name:		_
Witness:		date :	Name:		

### STANDARD TERMS AND CONDITIONS OF EMPLOYMENT FOR SHIPS MANAGED BY EXECUTIVE SHIP MANAGEMENT PTE LTD

### 1 Definitions

in these Terms and Condition

Contract: means the Contract (Seafarer's Employment Agreement), signed by you as the seafarer, and us on behalf of the owner of the Ship Terms and conditions: If the Ship (or your rank) is not covered by a collective barg

nan's union (on behalf of spafarer) and

any seamen's union, then the provisions as per this contract shall apply.

Collective bargaining Agreement (CBA) - agreement between any seamen's union (on behalf of seafarer) at the company (on behalf of ship owner's).

Contract Periods means the period specified in the Contract. Home Port: means the International airport at the city stated as the Port of Engagement in the Contract. Ships means the Ship named in the Contract.

These Terms: means these Standard Terms and Conditions of Employment.

Us: means Executive Ship Management Pte Ltd of Singapore and/or any subsidiary or any company within the same group from time to time.

You / your: refers to and means the seafarer named in the Contract.

### Appointment and Employment

- 2. Appointment and employment 1.1 Your appointment and employment commences on the date of the Contract, but your entities wages and other remuneration shall only commence on the date referred to in the Contract.
- .2 Your employment continues under the Contract and is subject to these Terms until signing of from the essel either due to expiry of the contract or is term as ed by us under these Terms.
- 2.3 You undertake to serve the ship and the company competently. You also undertake that you possess and will exercise the skills appropriate to your rank and commensurate to the certificates & experience & qualifications that you hold as indicated by you during your application to us.
- 2.5 If the Contract is your first employment with us, then first one thind of the contract term, but not more than 3 months, of your employment shall be probationary. During this probationary period we may terminate your employment with immediate effect without cause and repatriate you at our tost but without any severance pay
- 2.6 During your Contract, you may be re-assigned at any time to any other ship operating anywhere in the world. If you are assigned to a different class of ship then your Contract Feriod may be extended or reduced (depending on the normal contract period for ships of the type to which you are assigned, pro-rata to the Contract Period not served on the original ship). During such inter-ship transfer period you will be entitled for 2.6
- 2.7 We may require you to attend training courses ashore or on board the Ship. We may also require you to attend to the building or asspection of new ships, either affect or on the building berth. If accommodation is not available on board the vessel, then we will provide alternative accommodation and arrange for transport. If necessary.
- We may assign you to work on other ships not under management by us or for persons who are or principals. However, under such circumstances, your conditions of service, salary and other benefits sha equivalent to those specified in this Contract.
- 2.9 You may be required to work in the engine room or on deck. You also may be required (if the Master considers it is safe) to work on staging, in a bosun's chair in tanks, in holds, under the bridge wings, on masts or over the side of the Ship whist the Ship is at see or in port.

### Contract Period

- 3.1 Your employment is intended to be for the Contract Period. We will try to ensure that you are signed off and repatriated at the time of expiry of the Contract Period but we reserve the right to shorten or extend that date by a period that we consider necessary (which is suite normally not exceed one month) to ensure successful crew changes and continuity. The contract abides you to perior in the duties assigned to you onbound for the said contract period i.e. until completion of contract period inclusive of additional one month where necessary. Any violation or breach of agreed contract period will be subjected to disciplinary action solutions.
- 3.2 During your employment on board, if the Ship becomes a total loss or is laid up or ceases to be under our management, then we may need to terminate the Contract before the expiry of the Contract Feriod although we will endeavor to assign you to another ship.
- If you are promoted during the Contract Period then a new Contract Period will start from the date of

- 4.1 We shall arrange travel for you from your Home Port to the Ship or the shippard, as applicable, at the start of your Contract and to repatriate you to the same Home Port on termination or completion of your
- We shall also arrange for necessary visas for you to travel from your Home Port to the Ship and, at mination of the Contract, from the Ship to the Home Port.
- All air travel shall be economy class (including seaman class or other discount class of tickets). You be responsible for all baggage charges (if any) for baggage in excess of 30 Kg.
- We shall pay for air-fares, security charges, taxes and visa fees in respect of the abovel. No refund shall be made in lieu of airfare.
- 4.5 In case of joining and repatriation in India, and/or where air services are not available we may require to travel by train/ road transport to the Ship/Huma Port.

### 5 Working Hours, Public Holidays

- 5.1 Your working hours, rest times and public holidays shall be governed by the relevant CBA agree that we have with the seamen's union applicable to you and the Ship on which you are then working.
- urs shall be 8 hours per day from Hooday to Friday and 4 hours on Saturday unie stipulated otherwise in C3A applicable to you and the ship on which you are working.
- You are expected to work during such hours and at such times (including nights and westerns blic helidays) as you may from time to time be ordered by the flaster and for your superior officers on tip on which you are working.
- 5.4 Nothing in this contract shall impain the Master's right to require a seaman to perform any hours of work necessary for the safety of the ship, passengers, cargo or for jurgose of constance to other ship or persons in distress at sea.

Il original sextans

- 6 Salary, Other Remuneration
  6.1 You will be good the amounts stated in the Contract during the Contract. 9e not until temporation of completion of the Contract. All payments will be good monthly in a read is except these payments are completion of the Contract to be payable on sign off or completion of the Contract.
- 2 A performance borus is payable to deck officers and eigments (excluding trainnes) on successful misters of the Contract but is not payable, if you terminate the Contract before completion of the Contract is terminated by us for any reason pew after by these Terms.
- A tanker allowance or chemical allowances is payable to you may during the period that you serve on out.) A conser allowance or chemical allowances is payable by or in yourning the period that you serve on board a tanker carry, or relevant cargo (If you are on a combattor carrier then you will only be entitled to the tanker allowance during the time that the Ship is carrying or radium at discharging oil products. If you are on oil/chemical tankers then Chemical allowance is payable unly if the ressel is carrying cargo of type II or type II chemicals but not for type III chemicals). You are not entitled to tanker/chemical allowance for the period, between sign off and sign on if you are transferred between tankers.
- We will pary you 2 days basic salary at completion of your Contract to cover repatriation travel rime to your Home Port. Lave pay will only be past at the time that you sign-off from the Ship (or the last ship of your Contract if you are transferred between ships during the Contract Period). If you stay on leave for a period

- 6.5 You shall be responsible for reporting and paying any income taxes or similar taxes/leves for which you may be liable.
- 6.6 If you are traveling for briefing, then only your basic salary will be payable for the duration of the briefing (being the period from the date of your departure from the Home Port until the date of your fight to the Ship).
- 6.7 After executing this employment contract, you have agreed to board the vessel allotted by the company at a convenient time and port decided by the company. However, if you failed or refused to join the vessel for whatever reason on your part, then in that event you shall not be entitled for any wages. Furthermore, you would be able to remourse the entire amount of expense incurred on you by the company or the company is entitled to recover the same. Furthermore, if you failed to do so then the company will be at liberty to recover the same from you through the court of law at your own cost and risk.

7 Deductions
You hereby authorize us to deduct from your wages:

- 7.1 All seamen union Agreement for the Ship; ion does or levies that we are obliged to deduct, under the terms of any applicable CBA
- Any provident or retirement fund contribution, that you are obliged by law or have agreed to contribute
- 7.3 Any amount due to us from you under these Terms or by any guarantee or other document that you have signed; and
- Any taxes or Fines or penalties that we are (or have been) obliged to deduct and pay to any government ity on your behalf or attributed to your negligence. You shall be responsible for any further tax liabilities,
- 7.5 In case of senior officer's carrying families (including children), insurance premium towards Seagoing wives indemnity insurance and all expenses of airfare agency costs incurred towards their travel.
- 7.6 In accordance with approximate CBA stipulation, All expenses incurred for obtaining the flag state licenses will be on us however if you lose these documents then the expenses for obtaining duplicate flag state licenses will be deducted from you.

## 8 Payments and Allotments

- B.1 As far as possible, we will pay you your balance of wages in US Dollars before you sign off the Ship. However, if currency or similar restrictions prevail in that port then we will pay you in local currency if you so require, otherwise we will remit the amount to a bank account that you nominate at the prevailing rate of
- 8.2 If funds are not available on board or with port agents then we will settle your balance of wages within one month by remitting the relevant amount to your nominated bank account or by mailing a cheque for such amount to the address specified in the Contract unless you specify another address at the time that you sign off.
- 8.3 You are required to open a bank account with our lankers, Hong Kong and Shanghai Banking Corporation (HSBC) or Scandard Chartered Bank (SCB), since we can remit monthly allotments to HSBC or SCB accounts only. You may request one allotment per month to your account. The maximum amount of such allotment shall be the account balance of your unpaid salary and other renumeration. Any costs levied by the bank will be to your account and deflucted from the amount rematted. We will endeavor to remit the allotment by the 10th of the next month following your written request to the Master of the Ship or to us. We shall not be responsible to any distributions of the ship or to us. be responsible for any delay in the remittance process howsoner caused.

## 9 war Zone& high risk Area

- 9.1 If the Ship trades into an area declared by Lloyd's or insurers or the Ship's flag state as a war zone, you will be entitled to a war zone allowance as per the Agreement signed with the respective unions.
- 9.2 In an unfortunate event, if you suffer permanent disability or death (as determined in accordance clouse 10 below) whist in a declared war zone then your your legal heir, may be entitled to increcompensation as per CBA.
- 9.3 High Risk area and be determined by the LTF / IDF. You will be entitled for any applicable allowances as per ITF / IBF guidelines and your employment in addition shall be governed by their directives.

- 10 Insurance, Injury, Death and Medical 10.1 We shall arrange for you to be covered by the Ship's P&I Club for the usual risks.
- 10.2 Your entitlement to medical treatment and liability or medical expenses, death and disability compensation during the Contract Period shall be governed by the relevant agreement that we have with the seamen's union applicable to you and the Ship on which you are then working.
- rank) is not covered by an agreement with a seamen's union or LTF then the 10.3 If the Ship (or your ran following provisions shall appry:
- 10.3.1 We shall arrange and pay for appropriate medical attention (including hospitalization and drugs as necessary) as determined by our doctor for sickness contracted by you or many to you during the Contract Period (including the periods of travel to and from the Ship).
- 10.3.2 If you suffer sickness or injury during the Contract Period (including during travel to the Ship) and as a result become unit for the rank and position assigned to you then you will be repartiated at our expense to your Home Part and entitled to sick pay whilst you are unit to work at a rate equivalent to your task salary for a maximum of 112 days after the date of your sign of from the Ship. Your entitlement to sick pay is subject to supporting medical reports from doctors appointed or approved by us and (in the case of anyry) will be terminated at the date that you become eligible for disability compensation.
- terminated at the case that you become eleptic of ordering controlled the periods of travel to and from the Ship) as a result of marine or other a malar period period death due to suitide or your willful neglect or mastername, then we will pay (subject to insurers' approval) an amount specified as below.

  US\$40,000 to your introducte next of kin (determined to accordance with the Workmen's Compensation Act of India); and
- US\$15,000 to each dependent child under the age of 21, subject to a maximum of four children
- 10.3.4 If you suffer injury during the Contract Period (including during the periods of travel to and from the Ship) their s root a n billy that is that a result of your own majoract or materials in undertared are written made a security of the state of the security of the se compensation aforesaid shall be determined by and depend an fee to standard our entitier and account of the description and asserting an accordance with the scale and types of disability specified in the Workshall Compensation Act of the a nather one year. The entitled to the maximum compensation rate of exercity you are assessed having 50% or more disability under the scales of the Workshall rate of the control of the work many the scales of the work many the scales of the work many that the scales of the work many the scales of the work many that the scales of the wor unfit by a doctor nominated by us.

- 11.1 Further following to stand the borne by the seafarer:
  11.1 Personal optical and a formal reputation of their immerstraction or that required due to an accident.
  11.2 Blood tests and produce of the search of the borne of their execution of clonds, participation in any hazardous activities and the performance of any product of their execution of clonds, participation in any hazardous activities and the performance of any product of their executions and the performance of any product of their executions of their executions and their executions are their executions of their executions and their executions are their executions are their executions and their executions are their executions are their executions and their executions are their executions and their executions are their ex
- 12 Denial of medical benefits to be an ad convensation under clause 10, may be denied if you do not make full and but will adjourn of any information concerning your health and disabilities at the time of you pre-groundment be filled into class. If you or we terminate this Contract because of a pre-existing nedical on psychological condition had you did not beclose to us at the time of your age, trend then we esserve the right to come a expenses and bases from you including air fares, agency fares and arranging

equy-company

### STANDARD TERMS AND CONDITIONS OF EMPLOYMENT FOR SHIPS MANAGED BY EXECUTIVE SHIP MANAGEMENT PTE LTD.

- 12.1 If you have disclosed any pre-existing medical deficiency that is under control by use of drugs at the time of Pre-Employment medical examination, you are required to carry a certificate for this prescription and sufficient amount of medicines for the durition of your contract, keeping in view of extension period due to operational reasons. Your medicines and medical history must be disclosed to the master of the vessel upon
- 12.2 Upon signing off from the vessel on medical ground, you are required to report to company doctor for your medical examination and treatment, immediately. If you fail or refuse to comply to do so for whatever reason on your part, then under these circumstances the company shall not be responsible for any medical consequences thereby. Furthermore, you shall not be entitled for any wage for the period or reimbursement of the cost incurred by you towards your treatment or any other expenses related to your said employment.

### 13 On Board Matters/Conduct

13.1 Uniform; you are required to wear uniforms / overalls (according to rank and work) on board the Ship when on duty. [Overalls will be provided to you at the time of joining the Ship.] You may be required to wear the uniform of our principals. Not wearing uniform may incur disciplinary action by us and may include withholding any performance bonus and/or uniform allowance that you may be entitled to.

- 13.2 Safety Equipment and Safety Procedures: are of great concern and importance to us. You must comply at all times with all safety policies and procedures applicable to the Sing, including wearing appropriate personal protective equipment at all times. All safety equipment shall be left on board when you sign off the
- 13.3 Environmental issues: are of great concern and importance to us. You must comply at all times with all MARPOL policies, environmental laws and regulations applicable to the Ship. We have a strict "zero tolerance" policy towards deliberate violations of MARPOL, environmental laws and regulations and any attempts to cover up or conceal any violations. We expect accurate and truful entries in relevant records and prompt reporting of all matters that may constitute a violation of MARPOL or local environmental laws and regulations. You must not do any act or omission or 'cover-up' that may cause the Ship or its owners or managers to be in breach of applicable law or our company policies. You must make yourself familiar with, and fully comply with, our health, Safety and Environmental policies and notices displayed on board the Ship. Failure to comply with the provisions of this clause is a serious disciplinary matter and may result in personal legal liability for you.
- 13.4 Drugs and Alcohol: we have a strict "No Drugs or Alcohol" policy and carriage, possession or consumption of drugs or alcohol on board the Ship is strictly forbidden. You also consent to random testing and search of your cabin for drugs and alcohol. If you refuse such testing or searches then this refusal will be construed as immediate resignation and termination of your Contract by you.
- 13.5 Food and Bedding: we will arrange for appropriate food, bed-linen, towel and soap in accordance with our usual standards and allowances.
- 13.6 Shore leave: It is a privilege provided to the seafarers when the ship calls port. This is, howev dependent on the circumstances and granting of shore leave is left to the Master's discretion to ensure supportation of the ship.
- 13.7 Any winter gear provided to your remains the property of the company and must be left behind on board at the time of sign off.

### 14 Family Cerriage

The four senior most ranks may, subject to the provisions set out in Schedule 1, may request the Company to be allowed to bring their wife [and max of 2 children, aged between 1-12] on approval from the company.

We may promote you at any time having regard to your qualifications, your experience and the reports of Superintendents, Master and/or head of department but we retain absolute discretion in this matter.

## 16 Disciplinary Procedures

- 16.1 The Company follows the Just Culture system. The officers and ratings are expected to conduct themselves in accordance with the terms and conditions applicable and policies of the company. They are to carry out all the lawful commands of the Master and officers.
- 6.2 Company's philosophy is not to dismus any seafarer but to ensure that the officer or rating, who shows six as of failing to apply nimself satisfactoring to the performance or his duties, or of failing to conduct himself in a satisfactory manner, is provided the opportunity and guidance to enable him to improve his performance or conduct before considering any disciplinary measure

The list below includes, but is not limited to, breaches of conduct which the Company considers to be of a nature which may lead to issuance of an informal warning.

- Minor acts of negligence, Neglect of duty, Disobedience or dumb insolence; Unsatisfactory work performance
- Poor time keeping; Ceasing work prior to the authorized time;
- Failure to report for work without satisfactory reason;
   Absence from place of duty or from the vessel without having obtained permission to be absent;
   Offensive or disorderly behavior.

The list below includes, but is not limited to, breaches of conduct which necessitates disciplinary action. These may lead to dismissal and/or legal action depending on the seriousness and consequences of the breach.

- Serious or willful disregard of any of the terms stipulated in standard terms & conditions of employment of standard terms & conditions of employment of second control of the company;
  Assault, including threatening behavior;
  Serious or willful damage to Company property, a Vessel or any property on board a Vessel;
  Theft (including attempted theft) or possession of stolen property;
  Possession of offensive weapons;
  Persistent or willful failure to perform duty;
  Conduct endangering the Vessel or persons or cargo on board;
  acting with others at sea or in port to impede or delay the progress of the voyage or navigation of the

- 9. Fallure to obey orders relating to the safety of the Vessel or cargo or any person on board;
- To be asleep on duty or fall to remain on duty when or if such conduct would prejudice the safety of the Vessel or cargo or any person on board;
   Breach of the Company's policy on alcohol and/or drugs;

- Breach of the Company is pointy on alcohol and/or drugs;
   Williah inegligence in complying with the terms agreed in the Letter of Undertaking prior joining the vessel.
   To smoke, use a naked light or unapproved electric torch or a non-intrinsically safe electrical equipment of any description in any part of a Vessel carrying dangerous cargo or stores, where smoking or the use of naked lights or non-intrinsically safe equipment is prohibited
   Intelligation, coercion and/or interference with the work of other Officer/s or rating/s on board;
   Breach of Customs' regulations in any port of ship's call;
   Accepting bribes and/or demanding and/or receiving any commission or other favour or benefit from any customer or supplier;
   Repayour which sections is detracts from the safe and/or efficient working of the Vessel.

- any customer or supplier;

  17. Behaviour which seriously detracts from the safe and/or efficient working of the Vessel.

  18. Conduct of a sexual nature or other conduct based on sex affecting the dignity of women and men at work which is unwanted, unreasonable and offensive to the recipient.

  19. Behaviour which seriously detracts from the social well-being of any other person on board the Vessel;
- 19.
- Behaviour winco seriously detects from the social wein-being of any other person in doubt the vessel, in Causing or permitting unauthorised persons to be on board the Vessel in a restricted area; The unauthorised disclosure of confidential information relating to the commercial, Technical or financial affairs of the Company or to any other Company associated with the Company, any client Company, where this is damaging or potentially damaging; Falsification of any documentation.

16.5 Disciplinary Action
All matters pertaining to performance, behaviour, and misconduct need to be managed onboard before shore management's intervention is requested and it should be first lodged with the department head, who is to bring these to the notice of the Master. All the matters should be amicably addressed onboard through the Master for settlement. However if the issues remain unresolved even after consulting with Master, then the below mentioned should be approached in the following order:

Manager (Manning Office)

Head of Manning Office HR & Crew Manager in Singapore office Director, HR & Crew in Singapore office

Managing Director in Singapore office

16.5.1 Disciplinary action may be initiated and further investigated if reported through any of the following:

Appraisal reports
Incident reports
Disciplinary report from vess

Vessel's HSE Committee Meeting Report Breach in accordance with section 17.2, 17.3 and 17.4

### 16.6 Other reports

- With exceptions of gross misconduct, each seafarer should be given a chance to explain and consistances where possible.
- 16.6.2 Disciplinary process shall include Informal warning / verbal warning Written warning Log entry Other action as appropriate
- 16.6.3 Whenever it is deemed fit to issue informal warning or written warning, counselling should also considered either onboard or ashore and at least 3 weeks' time shall be given to the seafarer to improve a prior carrying out reassessment for further action.
- 16.6.4 After due diligence onboard if the seafarer doesn't show any improvement then he may be removed from the vessel for further training or further investigations ashore prior taking a final decision of dismissal.
- 16.6.5 Disciplinary procedures of relevant Collective Bargaining Agreements (CBAs) that we have with the seamen's union shall be applicable.

10.7 Dismissal will be the last option and all the processes as stipulated above shall be followed onboard and ashore to avoid dismissal. Prior dismissal, seafarer will be issued a show cause notice or termination notice. In extreme circumstances where seafarers are involved with gross misconduct they shall be removed from the vessel; however final decision for dismissal will be taken ashore after reviewing all the facts.
16.7.2 All senior officers' dismissals from the company will be considered only upon final approval from

### 17 Early Termination

- 17.1 Without prejudice to clause 3 above, we may terminate your Contract at any time by giving one month's prior notice and/or paying one month's basic salary to you and arranging your repatriation to your Home Port.
- 17.2 You are entitled to terminate the Contract and your employment if you give at least one month prior written notice to us after having completed not less than 2 months on tankers and 3 months on bulk carriers of the Contract Period but you shall pay the costs of your air-fare to your Home Port and all agency charges and visa costs. You shall sign off at a port that we deem convenient.
- 17.3 In all other cases, if you terminate or abandon your Contract then you shall pay the cost of your airfare to your Home Port and your relief's airfare and all agency expenses and visa costs.
- 17.4 Drug and alcohol abuse as stipulated in clause 13.4 above will be subjected to immediate dismissal and you shall pay the cost of your airfare to your home Port and your relief's airfare and all agency expenses and visa costs.

## 18 Repatriation

18.1 We will arrange for your repatriation direct to your Home Port, from the port at which you sign off, upon completion of your Contract. We will pay all travel, agency and visa fees, unless you are required to gay such expenses under one of the clauses of this agreement terms.

18.2 You will be entitled for repatriation on the grounds specified below.

In the event of the completion of contract.

- In the event of serious illness / injury duly certified by the Doctor indicating that the repairation or treatment ashore is warranted.

  In the event of shipwreck.

- In the event ship-owner has been declared insolvent or sale of ship or any other similar
- 18.3 You are not permitted to defer your repatriation or travel by any route other than that decided by us; if you do so, then in that event you shall be entirely responsible or your repatriation cost as well as any liability whatsoever such as injuries, or other expenses that you may incur after sign off from the ship.

## 19 Articles of Agreement

- 19.1 Signing the Contract binds you to sign the appropriate Articles of Agreement of the Ship to which you are appointed from time to time.
- 19.2 By signing the Contract you also agree to Singapone law governing all matters arising from this Contract (except compensation for death or injury covered by these Terms) and all claims are subject to the jurisdiction of the courts of Singapore.

20.1 For health and social security benefits the conditions in Collective Bargain Agreements shall apply.

The clauses of this 'Standard Terms and Conditions' document have been completely read, fully understood and voluntarily accepted by me without being subject to any coercion whatsoever."

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SOE KUZHIVELY 3 LOFF 12/03/2022

Hamagement Pyh Ltd.

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\*ESM retings serving in the BA S fleet shall comply with the D & A policy of BPMS